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**ATTORNEYS FOR VALTIERRA AND
THE HOURLY EMPLOYEES**

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA
PHOENIX DIVISION**

Alfred Valtierra III, Individually and for
Others Similarly Situated,

Plaintiff,

v.

Pinto Valley Mining Corp., a Delaware
corporation,

Defendant.

Case No. _____

**ORIGINAL CLASS AND
COLLECTIVE ACTION
COMPLAINT FOR DAMAGES**

**(1) Failure to Pay Overtime Wages
(Fair Labor Standards Act, 29
U.S.C. § 201, *et seq.*);**

(2) Failure to Timely Pay Earned Wages (Arizona Wage Act, A.R.S. § 23-350, *et seq.*).

(Jury Trial Demanded)

ORIGINAL CLASS AND COLLECTIVE ACTION COMPLAINT
SUMMARY

1. Alfred Valtierra III (Valtierra) brings this class and collective action to recover unpaid wages and other damages from Pinto Valley Mining Corp. (Pinto Valley).

2. Pinto Valley employed Valtierra as one of its Hourly Employees (defined below) in Arizona.

3. Valtierra and the other Hourly Employees regularly work more than 40 hours a workweek.

4. However, Pinto Valley does not pay Valtierra and the other Hourly Employees for all their hours worked, including overtime hours.

5. Rather, Pinto Valley requires Valtierra and the other Hourly Employees to gather tools and equipment necessary to perform their job duties, suit out in protective clothing and safety gear necessary to safely perform their job duties, while on Pinto Valley's premises, all prior to being "on the clock."

6. Likewise, Pinto Valley requires Valtierra and the other Hourly Employees to change out of their safety gear and protective clothing and store their tools and equipment, while on Pinto Valley's premises, "off the clock." (¶¶ 5-6 together, Pinto Valley's "pre/post shift off the clock policy").

1 7. But Pinto Valley does not pay Valtierra and the other Hourly Employees for
2 the time they spend donning and doffing their safety gear and protective clothing and
3 gathering and storing their tools and equipment, “off the clock,” before and after their shifts.

4
5 8. Pinto Valley’s pre/post shift off the clock policy violates the Fair Labor
6 Standards Act (FLSA) by depriving Valtierra and the other Hourly Employees of overtime
7 wages when they work in excess of 40 hours in a workweek.

8
9 9. Additionally, Pinto Valley does not pay Valtierra and the other Hourly
10 Employees at least 1.5 times their regular rates of pay—based on all remuneration—for the
11 hours they work in excess of 40 a workweek.

12 10. Instead, Pinto Valley pays Valtierra and the other Hourly Employees non-
13 discretionary production and sign on bonuses that Pinto Valley fails to include in their regular
14 rates of pay for the purpose of calculating their overtime rates of pay (Pinto Valley’s “bonus
15 pay scheme”).

16
17 11. Pinto Valley’s bonus pay scheme violates the FLSA by failing to compensate
18 Valtierra and the other Hourly Employees at 1.5 times their regular rates of pay—based on
19 all remuneration—for all hours worked in excess of 40 a workweek.

20
21 12. And Pinto Valley thus fails to timely pay all earned wages due on designated
22 paydays and upon termination of employment, in violation of Arizona Wage Act (AWA).

23
24 **JURISDICTION & VENUE**

25 13. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331
26 because this case involves a federal question under the FLSA. 29 U.S.C. § 216(b).

27 14. This Court also has supplemental jurisdiction over the state-law subclass claims
28

1 because these claims arise from a common nucleus of operative facts. 28 U.S.C. § 1367.

2 15. This Court has personal jurisdiction over Pinto Valley because it is registered
3 to do business in Arizona and its substantial contacts with and conduct directed toward
4 Arizona, including employing Valtierra in Arizona subject to its pre/post shift off the clock
5 policy and bonus pay scheme.
6

7 16. Venue is proper because a substantial part of the events or omissions giving
8 rise to the claim occurred in this District and Division. 28 U.S.C. § 1391(b)(2).
9

10 17. Specifically, Pinto Valley employed Valtierra subject to its pre/post shift off
11 the clock policy and bonus pay scheme in its Gila County, Arizona mine, which is in this
12 District and Division.
13

14 **PARTIES**

15 18. Pinto Valley employed Valtierra as a crusher maintenance employee from
16 approximately February 2022 through April 2024.

17 19. Throughout his employment, Pinto Valley subjected Valtierra to its pre/post
18 shift off the clock policy.
19

20 20. And throughout his employment, Pinto Valley paid Valtierra under its bonus
21 pay scheme.
22

23 21. Valtierra's written consent is attached as **Exhibit 1**.

24 22. Valtierra brings this class and collective action on behalf of himself and other
25 Pinto Valley employees that Pinto Valley employed subject to its pre/post shift off the clock
26 policy and/or paid under its bonus pay scheme.
27

28 23. The FLSA Collective of similarly situated employees is defined as:

1 computers, and personal protective equipment—that have been moved in or produced for
2 commerce. 29 U.S.C. § 203(s)(1).

3 33. At all relevant times, Pinto Valley had an annual gross volume of sales made
4 or business done of not less than \$1,000,000 each year.

6 34. At all relevant times, Valtierra and the other Hourly Employees were Pinto
7 Valley’s “employees” within the meaning of the FLSA. 29 U.S.C. § 203(e).

8 35. At all relevant times, Valtierra and the other Hourly Employees were engaged
9 in commerce or in the production of goods for commerce.

11 **FACTS**

12 36. Pinto Valley “is an open-pit mine located at the west end of the historic Globe-
13 Miami mining district of central Arizona” and “has been in operation since 1972 and has
14 produced more than four billion pounds of copper since then.”¹

16 37. To meet its business objectives, Pinto Valley employs workers, including
17 Valtierra and the other Hourly Employees, to extract and process copper.

18 38. For example, Pinto Valley employed Valtierra as a crusher maintenance
19 employee from approximately February 2022 through April 2024 in its mine located in Gila
20 County, Arizona.

22 39. As a crusher maintenance employee, Valtierra’s job duties include performing
23 preventive maintenance on the primary crusher and attached conveyor belt, as well as
24 repairing the crusher when it breaks down.

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¹ <https://capstonecopper.com/operations/pinto-valley/> (last visited January 17, 2025).

40. Valtierra's job duties likewise include donning and doffing his safety gear and protective clothing, gathering and storing his tools and equipment, on Pinto Valley's premises, before and after his scheduled shifts.

41. Throughout his employment, Valtierra's "on the clock" hours worked have been recorded.

42. Thus, Pinto Valley's employment records reflect the number of hours he recorded working "on the clock" each week.

43. Throughout his employment, Valtierra has regularly worked more than 40 hours a workweek.

44. Indeed, throughout his employment, Valtierra has typically worked approximately 10-12 hours a day and 4 to 5 days a week (40 to 60 hours a workweek).

45. For example, during the August 21 to September 3, 2023 pay period, Valtierra worked 85.66 hours "on the clock":

Earnings	rate	hours	this period	year to date
Overtime	48.7500	2.03	98.97	3,138.36
Overtime	49.8980	3.63	181.13	
Mileagepayment			100.00	100.00
Reg	32.5000	80.00	2,600.00	35,152.01
Bereavement				975.00
Boot Allowance				150.00
Holiday				975.00
Pd Absence				65.00
Production Bon				525.75
Sick Leave				325.00
Sign On Bonus				5,000.00
Unpd Excused				602.23
Gross Pay			\$2,980.10	46,406.13

46. But throughout his employment, Pinto Valley has not paid Valtierra for all his hours worked.

1 47. Instead, throughout his employment, Pinto Valley has subjected Valtierra to its
2 pre/post shift off the clock policy.

3 48. Specifically, Pinto Valley requires Valtierra to dress out in protective clothing
4 and safety gear (including hard hat, reflective coveralls, ear plugs, steel toed boots, safety
5 glasses, gloves, dust mask, respirator), gather tools and equipment (including channel lock
6 pliers, hammers, wrenches, extension cords) fundamentally necessary to performing his job
7 duties as a crusher maintenance employee, and to walk approximately 250 yards from the
8 change house to the crusher facility, all “off the clock,” and without compensation.
9

10 49. This took Valtierra approximately 30 to 45 minutes each workday.

11 50. Valtierra could not perform his principal job duties in accordance with Pinto
12 Valley’s policies, procedures, and expectations without this protective clothing, safety gear,
13 tools, and equipment.
14

15 51. Valtierra could not safely perform his job duties in accordance with Pinto
16 Valley’s policies, procedures, and expectations without this protective clothing, safety gear,
17 tools, and equipment.
18

19 52. Indeed, much of the gear Valtierra utilized is mandated by federal regulation.
20 *See* 29 C.F.R. § 1910.132; 30 C.F.R. § 56, *et seq.*
21

22 53. The donning of protective clothing and safety gear and gathering of tools and
23 equipment are therefore integral and indispensable work duties for Valtierra.
24

25 54. Likewise, Pinto Valley required Valtierra to walk from the crusher facility to
26 the change house, remove his safety gear and protective clothing and store his tools and
27 equipment each day at the end of his shift, all “off the clock” and without compensation.
28

1 55. This took Valtierra approximately 30 to 45 minutes each workday.

2 56. Valtierra could not perform his job duties in accordance with Pinto Valley's
3 policies, procedures, and expectations without removing this safety gear and protective
4 clothing and storing his tools and equipment each workday.
5

6 57. Valtierra could not safely perform his job duties in accordance with Pinto
7 Valley's policies, procedures, and expectations without removing this safety gear and
8 protective clothing and storing his tools and equipment each day.
9

10 58. The removal of safety gear and protective clothing and storing his tools and
11 equipment each day are therefore integral and indispensable work duties for Valtierra.

12 59. But under its pre/post shift off the clock policy, Pinto Valley does not
13 compensate him for the same.
14

15 60. Thus, because of its pre/post shift off the clock policy, Pinto Valley failed to
16 pay Valtierra overtime wages for all his overtime hours worked during workweeks Valtierra
17 works in excess of 40 hours.
18

19 61. Valtierra and the other Hourly Employees perform their jobs under Pinto
20 Valley's supervision and use materials, equipment, and technology Pinto Valley approves and
21 supplies.
22

23 62. Pinto Valley requires Valtierra and the other Hourly Employees to follow and
24 abide by common work, time, pay, and overtime policies and procedures in the performance
25 of their jobs.

26 63. Valtierra's and the other Hourly Employees' work must strictly adhere to the
27 uniform standards put in place by Pinto Valley.
28

1 64. At the end of each pay period, Valtierra and the other Hourly Employees
2 receive wages from Pinto Valley that are determined by common systems and methods that
3 Pinto Valley selects and controls.

4
5 65. Likewise, the other Hourly Employees supervisors typically record them
6 working approximately 10 to 12 hours a day and 4 to 5 days a week (40 to 60 hours a
7 workweek).

8
9 66. But, just as with Valtierra, Pinto Valley fails to pay the other Hourly Employees
10 for all their hours worked.

11 67. Indeed, Pinto Valley uniformly subjects the other Hourly Employees to the
12 same or similar pre/post shift off the clock policy it imposed on Valtierra.

13
14 68. Specifically, just as with Valtierra, Pinto Valley requires them to dress out in
15 their protective clothing and safety gear (including hard hat, reflective clothing, ear plugs,
16 steel toed boots, safety glasses, gloves, dust masks, respirators), gather tools and equipment
17 (including channel lock pliers, extension cords, wrenches, hammers, screw drivers)
18 fundamentally necessary to performing their jobs, and then walk from the change house, “off
19 the clock” and without compensation.
20

21 69. And Pinto Valley requires them to walk to the change house, remove their
22 safety gear and protective clothing and store their tools and equipment after their shifts, “off
23 the clock” and without compensation.
24

25 70. And like Valtierra, much of the gear they must utilize is mandated by federal
26 regulation. *See* 29 C.F.R. § 1910.132; 30 C.F.R. § 56, *et seq.*
27
28

1 71. But, like Valtierra, the other Hourly Employees are regularly forced to perform
2 this integral, indispensable, and compensable work “off the clock” before and after their
3 shifts.
4

5 72. Thus, just as with Valtierra, Pinto Valley does not pay the other Hourly
6 Employees for this work they are required to perform “off the clock” before and after their
7 scheduled shifts.
8

9 73. And, just as with Valtierra, these job duties take the other Hourly Employees
10 approximately an hour to an hour and a half to complete each workday, “off the clock” and
11 without compensation.
12

13 74. Pinto Valley fails to exercise its duty as the Hourly Employees’ employer to
14 ensure they are not performing work “off the clock,” on its premises that Pinto Valley does
15 not want performed.
16

17 75. And Pinto Valley knows, should know, or recklessly disregards whether
18 Valtierra and the other Hourly Employees routinely perform compensable work “off the
19 clock,” and without compensation, before and after their scheduled shifts.
20

21 76. Thus, Pinto Valley requests, suffers, permits, or allows Valtierra and the other
22 Hourly Employees to perform compensable work “off the clock,” without compensation,
23 before and after their scheduled shifts for Pinto Valley’s primary benefit.
24

25 77. Despite accepting the benefits, Pinto Valley does not pay Valtierra and the
26 other Hourly Employees for the compensable work they perform “off the clock” before and
27 after their shifts.
28

1 78. Thus, under Pinto Valley’s uniform pre/post shift off the clock policy,
2 Valtierra and the other Hourly Employees are denied overtime pay for the compensable work
3 they perform “off the clock” before and after their scheduled shifts during workweeks in
4 which they work more than 40 hours.
5

6 79. And throughout their employment, Pinto Valley has not paid Valtierra and the
7 other Hourly Employees at the required premium rate for all hours worked in excess of 40
8 in a workweek.
9

10 80. Instead, Pinto Valley pays Valtierra and the other Hourly Employees under its
11 bonus pay scheme.

12 81. Specifically, Pinto Valley pays Valtierra and the other Hourly Employees non-
13 discretionary production and sign on bonuses that it fails to include in these employees’
14 regular rates of pay for overtime purposes.
15

16 82. Thus, under Pinto Valley’s bonus pay scheme, it does not pay Valtierra and the
17 other Hourly Employees overtime wages at the required rate—based on all remuneration—
18 for all hours they work in excess of 40 a workweek.
19

20 83. And Valtierra and the other Hourly Employees repeatedly complained to
21 supervisors, HR, and/or Pinto Valley management about their unpaid and underpaid
22 overtime compensation.
23

24 84. The Hourly Employees are thus uniformly subject to the same or similar
25 unlawful policies—Pinto Valley’s pre/post shift off the clock policy and bonus pay scheme—
26 for similar work, in willful violation of the FLSA.
27
28

CLASS AND COLLECTIVE ACTION ALLEGATIONS

85. Valtierra brings his claims as a class and collective action on behalf of himself and the other Hourly Employees.

86. Like Valtierra, the other Hourly Employees are victimized by Pinto Valley's pre/post shift off the clock policy and bonus pay scheme.

87. Other Hourly Employees worked with Valtierra and indicated they were paid in the same manner, performed similar work, and were subject to Pinto Valley's same pre/post shift off the clock policy and bonus pay scheme.

88. Based on his experience with Pinto Valley, Valtierra is aware Pinto Valley's pre/post shift off the clock policy and bonus pay scheme were imposed on other Hourly Employees.

89. The Hourly Employees are similarly situated in the most relevant respects.

90. Even if their precise job duties and locations might vary, these differences do not matter for the purposes of determining their entitlement to overtime wages at the required premium rate for all overtime hours worked.

91. Therefore, the specific job titles or job locations of the Hourly Employees do not prevent class or collective treatment.

92. Rather, Pinto Valley's pre/post shift off the clock policy and bonus pay scheme render Valtierra and the other Hourly Employees similarly situated for the purpose of determining their right to overtime wages at the required rate for all overtime hours worked.

93. Pinto Valley's records reflect the number of "on the clock" hours the Hourly Employees were recorded as working each week.

1 94. Pinto Valley's records also show it paid the Hourly Employees non-
2 discretionary bonuses it failed to include in their regular rates of pay.

3 95. The back wages owed to Valtierra and the other Hourly Employees can
4 therefore be calculated using the same formula applied to the same records.
5

6 96. Even if the issue of damages were somewhat individual in character, the
7 damages can be calculated by reference to Pinto Valley's records, and there is no detraction
8 from the common nucleus of liability facts.
9

10 97. Therefore, the issue of damages does not preclude class or collective treatment.

11 98. Valtierra's experiences are therefore typical of the experiences of the other
12 Hourly Employees.

13 99. Valtierra has no interest contrary to, or in conflict with, the other Hourly
14 Employees that would prevent class or collective treatment.
15

16 100. Like each Hourly Employee, Valtierra has an interest in obtaining the unpaid
17 wages owed under federal and Arizona law.
18

19 101. Valtierra and his counsel will fairly and adequately protect the interests of the
20 Hourly Employees.

21 102. Valtierra retained counsel with significant experience in handling complex class
22 and collective action litigation.
23

24 103. Absent this class and collective action, many Hourly Employees will not obtain
25 redress for their injuries, and Pinto Valley will reap the unjust benefits of violating the FLSA.

26 104. Further, even if some of the Hourly Employees could afford individual
27 litigation, it would be unduly burdensome to the judicial system.
28

1 105. Indeed, the multiplicity of actions would create a hardship to the Hourly
2 Employees, the Court, and Pinto Valley.

3 106. Conversely, concentrating the litigation in one forum will promote judicial
4 economy and consistency, as well as parity among the Hourly Employees' claims.
5

6 107. The questions of law and fact that are common to each Hourly predominate
7 over any questions affecting solely the individual members.

8 108. Among the common questions of law and fact are:
9

- 10 a. Whether Pinto Valley imposed its pre/post shift off the clock policy on
11 the Hourly Employees;
- 12 b. Whether Pinto Valley's pre/post shift off the clock policy deprived the
13 Hourly Employees of overtime compensation for all overtime hours
14 worked;
- 15 c. Whether Pinto Valley paid the Hourly Employees non-discretionary
16 bonuses;
- 17 d. Whether Pinto Valley engaged in a policy or practice of failing to
18 include non-discretionary bonuses in the Hourly Employees' regular
19 rates of pay for the purpose of calculating overtime;
- 20 e. Whether Pinto Valley failed to pay the Hourly Employees overtime
21 wages at the required premium rates—based on all remuneration—for
22 all overtime hours worked;
23
24
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28

1 f. Whether Pinto Valley's decision not to pay the Hourly Employees
2 overtime wages at the required rates—based on all remuneration—for
3 all overtime hours worked was made in good faith; and
4

5 g. Whether Pinto Valley's violations were willful?

6 109. Valtierra knows of no difficulty that will be encountered in the management of
7 this litigation that would preclude its ability to go forward as a class and collective action.
8

9 110. As part of its regular business practices, Pinto Valley intentionally, willfully,
10 and repeatedly violated the FLSA with respect to Valtierra and the other Hourly Employees.

11 111. Pinto Valley's pre/post shift off the clock policy and bonus pay scheme
12 deprived Valtierra and the other Hourly Employees of the overtime wages at the required
13 premium rate—based on all remuneration—for overtime hours worked.
14

15 112. There are many similarly situated Hourly Employees who have been denied
16 overtime pay at the required rate—based on all remuneration—for all overtime hours
17 worked, in violation of the FLSA, who would benefit from the issuance of a court-supervised
18 notice of this lawsuit and the opportunity to join it.
19

20 113. The Hourly Employees are known to Pinto Valley, are readily identifiable, and
21 can be located through Pinto Valley's business and personnel records.
22

23 **PINTO VALLEY'S VIOLATIONS WERE WILLFUL**

24 114. Pinto Valley knew it employed the Hourly Employees.

25 115. Pinto Valley knew it was subject to the FLSA's overtime provisions.

26 116. Pinto Valley knew Valtierra and the other Hourly Employees were its non-
27 exempt employees entitled to overtime wages.
28

1 117. Pinto Valley knew the FLSA required it to pay non-exempt employees,
2 including Valtierra and the other Hourly Employees, overtime wages at rates not less than 1.5
3 times their regular rates of pay—based on all remuneration—for all hours worked after 40 a
4 workweek.
5

6 118. Pinto Valley knew Valtierra and each Hourly Employee worked more than 40
7 hours in at least one workweek during the last 3 years because Pinto Valley recorded their
8 “on the clock” hours via its timekeeping system.
9

10 119. Pinto Valley knew it paid the Hourly Employees according to its pre/post shift
11 off the clock policy.
12

13 120. Pinto Valley knew it had a duty to ensure the Hourly Employees were not
14 performing compensable work “off the clock” (without pay).
15

16 121. Pinto Valley knew it required the Hourly Employees to don and doff safety
17 gear and protective clothing, gather and store tools and equipment “off the clock.”
18

19 122. Pinto Valley controlled the Hourly Employees’ work procedures.
20

21 123. Pinto Valley knew the Hourly Employees’ mandatory “off the clock” work was
22 a fundamental requirement of their jobs with Pinto Valley.
23

24 124. Pinto Valley knew the Hourly Employees’ mandatory “off the clock” work was
25 an integral and indispensable requirement of their jobs with Pinto Valley.
26

27 125. Pinto Valley knew the Hourly Employees routinely performed this daily,
28 required “off the clock” work for Pinto Valley’s predominant benefit.

1 126. In other words, Pinto Valley knew the Hourly Employees performed
2 compensable work (*e.g.*, donning/doffing their safety gear and protective clothing and
3 gathering and storing tools and equipment) “off the clock” and without compensation.
4

5 127. Pinto Valley knew it paid Valtierra and the other Hourly Employees non-
6 discretionary production and sign on bonuses.
7

8 128. Pinto Valley knew these non-discretionary bonuses were not included in
9 Valtierra’s and the other Hourly Employees’ regular rates of pay for the purpose of calculating
10 their overtime rates of pay.
11

12 129. And Pinto Valley knew the FLSA required it to pay Valtierra and the other
13 Hourly Employees at least 1.5 times their regular rates of pay—based on all remuneration—
14 for all hours worked in excess of 40 a workweek.
15

16 130. Pinto Valley knew Valtierra and the other Hourly Employees regularly worked
17 in excess of 40 hours a workweek.
18

19 131. Thus, Pinto Valley knew, should have known, or recklessly disregarded
20 whether it failed to pay Valtierra and the other Hourly Employees at least 1.5 times their
21 regular rates of pay—based on all remuneration—for all the hours they worked in excess of
22 40 a workweek.
23

24 132. Pinto Valley’s failure to pay Valtierra and the other Hourly Employees
25 overtime at the required rate—based on all remuneration—for all overtime hours worked
26 was neither reasonable, nor was this shared decision made in good faith.
27

28 133. Pinto Valley knowingly, willfully, and/or in reckless disregard of the FLSA
carried out its unlawful bonus pay scheme and pre/post shift off the clock policy that

1 deprived Valtierra and the other Hourly Employees of overtime wages at the required rate of
2 pay—based on all remuneration—for all hours worked after 40 a workweek, in violation of
3 the FLSA.
4

5 **COUNT I**
6 **FAILURE TO PAY OVERTIME UNDER THE FLSA**
7 **(FLSA COLLECTIVE)**

8 134. Valtierra brings his FLSA claim as a collective action on behalf of himself and
9 the other FLSA Collective Members pursuant to 29 U.S.C. § 216(b).

10 135. Pinto Valley violated, and is violating, the FLSA by employing non-exempt
11 employees, such as Valtierra and the other FLSA Collective Members, in a covered enterprise
12 for workweeks longer than 40 hours without paying such employees overtime wages at rates
13 not less than 1.5 times their regular rates of pay—based on all remuneration—for the hours
14 they worked in excess of 40 a workweek.
15

16 136. Pinto Valley's unlawful conduct harmed Valtierra and the other FLSA
17 Collective Members by depriving them of the overtime wages they are owed.
18

19 137. Accordingly, Pinto Valley owes Valtierra and the other FLSA Collective
20 Members the difference between the wages actually paid and the overtime wages actually
21 earned.
22

23 138. Because Pinto Valley knew, or showed reckless disregard for whether its bonus
24 pay scheme and pre/post shift off the clock policy violated the FLSA, Pinto Valley owes
25 Valtierra and the other FLSA Collective Members these wages for at least the past 3 years.
26

27 139. Pinto Valley is also liable to Valtierra and the other FLSA Collective Members
28 for an amount equal to all their unpaid overtime wages as liquidated damages.

1 140. Finally, Valtierra and the other FLSA Collective Members are entitled to
2 recover all reasonable attorneys' fees and costs incurred in this action.

3
4 **COUNT II**

5 **FAILURE TO PAY EARNED WAGES UNDER THE AWA**
6 **(ARIZONA CLASS)**

7 141. Valtierra brings his AWA claim on behalf of himself and the other Arizona
8 Class Members pursuant to FED. R. CIV. P. 23.

9 142. The conduct alleged violates the AWA. A.R.S. §§ 23-350, *et seq.*

10 143. At all relevant times, Pinto Valley was Valtierra's and the other Arizona Class
11 Members' "employer" within the meaning of the AWA. *See* A.R.S. § 23-350(3).

12 144. At all relevant times, Pinto Valley employed Valtierra and the other Arizona
13 Class Members as its covered "employees" within the meaning of the AWA. *See* § 23-350(2).

14 145. Valtierra's and the other Arizona Class Members' outstanding earned overtime
15 wages are "wages" within the meaning of the AWA. *See* § 23-350(7).

16 146. The AWA requires employers, like Pinto Valley, to timely pay employees,
17 including Valtierra and the other Arizona Class Members, "all wages due ... up to that date"
18 on their regular established paydays. A.R.S. § 23-351(C).

19 147. The AWA further requires employers, like Pinto Valley, to timely pay
20 employees, including Valtierra and the other Arizona Class Members, all earned overtime
21 wages no later than sixteen days after the end of the most recent pay period. A.R.S. § 23-
22 351(C)(3).

23 148. The AWA prohibits employers, like Pinto Valley, from withholding or
24 diverting any portion of an employee's earned wages. A.R.S. § 23-352.
25
26
27
28

- b. An Order designating the Arizona Class as a class action pursuant to FED. R. CIV. P. 23;
- c. An Order appointing Valtierra and his counsel to represent the interests of the Arizona Class;
- d. An Order finding Pinto Valley liable to Valtierra and the other Hourly Employees for unpaid overtime wages owed under the FLSA, plus liquidated damages in an amount equal to their unpaid wages;
- e. An Order finding Pinto Valley liable to Valtierra and the Arizona Class Members for unpaid earned wages owed under the AWA, plus treble damages;
- f. A Judgment against Pinto Valley awarding the Hourly Employees all their unpaid wages, including overtime wages, liquidated damages, treble damages, statutory damages, and any other penalties available under the FLSA and/or AWA;
- g. An Order awarding attorney's fees, costs, and expenses;
- h. Pre- and post-judgment interest at the highest applicable rates; and
- i. Such other and further relief as may be necessary and appropriate.

1 Dated: January 18, 2025.

Respectfully submitted,

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